

FORM NO. 5

Form of Agreement to be executed at the time of drawing an advance by a Central Government Servant for purchase of plot of land and building a house, enlargement of existing house and purchase of a ready-built house, where the title is absolute.

(Rules 5 (a) (1), 5(a) (3) and 5 (a) (5))

AN AGREEMENT MADE THIS _____ day of _____ Two Thousand and _____ BETWEEN _____ son / daughter / wife of _____ at present serving as _____ (hereinafter called 'the borrower', which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the President of India (hereinafter called 'the Government' which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part, WHEREAS the borrower desires to purchase land and construct a house thereon / enlarge living accommodation in his / her house at _____ purchase a ready-built house at _____ described in the schedule hereto annexed and WHEREAS the Borrower has under the provision of the Rules framed by the Government of India to regulate the grant of advances to Central Government Servants for building, etc., of houses (hereinafter referred to as the 'said rules', which expression shall, where the context so admits, include any amendment thereof or addition for the time being in force) applied to the Government for an advance of Rupees _____ to purchase the said land and construct a house thereon / enlarge living accommodation in his / her house / purchase a ready-built house as aforesaid and the Government has sanctioned an advance of Rupees _____ to the Borrower, vide the Ministry / Office Letter No. _____ dated _____, a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein NOW IT IS HERE BY AGREED by and between the parties hereto as follows :-

(1) in consideration of the sum of Rupees _____ (insert amount of the first installment) to be paid by the Government after the execution of this agreement for the purchase of land and the sum of Rupees _____ (insert balance amount to be paid) to be paid by the Government to the Borrower as provided in the said rules, the Borrower hereby agrees with the Government -

(a) To repay to the Government the said amount of Rupees _____ (insert full amount sanctioned) with interest calculated in accordance with the said rules for the time being in force by _____ (number to be filled in) monthly installments of Rupees _____ from his pay commencing from the month _____ Two Thousand and _____ or from the month following the completion of the house, whichever is earlier and the Borrower hereby authorizes the Government to make such deductions from his monthly pay, leave salary and subsistence allowance bills.

(b) (i) Within two months from the date of receipt of the amount of Rs. _____ (insert amount of installment to be paid) out of the said sanctioned advance or within such further time as Government / Head of the Department may allow in this behalf, to expend the aforesaid amount in the purchase of land and to produce for inspection of the Government the sale deed in respect thereof failing which the borrower shall refund to the Government the entire amount of the advance received by him together with interest thereon.

(ii) Within three months from the date of the receipt of the aforesaid advance of Rs. _____ (Rupees _____) to expend the aforesaid amount in the purchase of the said ready-built house and mortgage it to the Government failing which the borrower shall refund forthwith to the Government

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the entire amount of advance received by him together with interest thereon unless an extension of time is granted by the Government.

(iii) To complete construction / enlargement of the said house within eighteen months of _____ strictly in accordance with the plan and specifications to be approved by the Government and on the basis of which the amount of advance is to be computed and sanctioned finally or within such extended period as may be laid down by the Government.

(iv) Within three months of taking possession of ready-built flat under the self financing housing scheme of the _____ mortgage it to the Government of India failing which the borrower shall refund forthwith to the Government the entire amount received by him together with interest thereon unless an extension of time is granted by the competent authority.

(2) If the actual amount paid by the borrower for the purchase of land and building a house thereon / enlarging the house / the purchase of ready-built house is less than the amount received under these presents by the borrower, to repay the difference to the Government forthwith.

(3) To execute a document mortgaging the said house / land along with the house to be built thereon to the Government as security for the amount advanced to the borrower under these presents as also for the interest payable for the said amount in the form provided by the said rules.

(4) If the land is not purchased and the sale deed thereof not produced for inspection of the Government within two months of the date of drawal of the part of the advance for that purpose, or within such further time as the Government / Head of the Department may allow in this behalf / if the house is not purchased and mortgaged within three months of the drawal of the advance or within further time as the Government / Head of the Department may allow in this behalf / if the borrower fails to complete the construction / enlargement of the said house, as herein before agreed, or if the borrower becomes insolvent or quits the service of the Government or dies, the entire amount of advance together with interest accruing thereon shall immediately become due and payable to the Government.

(5) The Government shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(6) Without prejudice to any other right of the Government in that behalf, if any amount becomes refundable or payable by the borrower to the Government, the Government will be entitled to recover the same as arrears of land revenue.

(7) The stamp-duty payable on these presents shall be borne and paid by the Government.

SCHEDULE ABOVE REFERRED TO

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Shri _____ in the Ministry / Office of _____ for and on behalf of the President of India has hereunto set his hand.

Signed by the said Borrower

(Signature of the Borrower)

In the presence of :

1st Witness :
Address :
Occupation :

2nd Witness :
Address :
Occupation :

Signed by Shri _____
In the Ministry / Office of _____

(For and on behalf of the President of India)

In the presence of :

1st Witness :
Address :
Occupation :

2nd Witness :
Address :
Occupation :